

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT															
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Appendix to Assignment previously recorded on Reel 004432 Frame 0473. Assignor(s) hereby confirms the US Serial No. 77/389486 for TOZER should be removed from Appendix. This mark is not being assigned to Syngenta Crop AG..															
CONVEYING PARTY DATA																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Pybas Vegetable Seed Co., Inc.</td> <td></td> <td>11/03/2010</td> <td>CORPORATION: CALIFORNIA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Pybas Vegetable Seed Co., Inc.		11/03/2010	CORPORATION: CALIFORNIA							
Name	Formerly	Execution Date	Entity Type													
Pybas Vegetable Seed Co., Inc.		11/03/2010	CORPORATION: CALIFORNIA													
RECEIVING PARTY DATA																
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Syngenta Crop Protection AG</td> </tr> <tr> <td>Street Address:</td> <td>Schwarzwaldallee 215</td> </tr> <tr> <td>City:</td> <td>Basel</td> </tr> <tr> <td>State/Country:</td> <td>SWITZERLAND</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: SWITZERLAND</td> </tr> </table>		Name:	Syngenta Crop Protection AG	Street Address:	Schwarzwaldallee 215	City:	Basel	State/Country:	SWITZERLAND	Entity Type:	CORPORATION: SWITZERLAND					
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City:	Basel															
State/Country:	SWITZERLAND															
Entity Type:	CORPORATION: SWITZERLAND															
PROPERTY NUMBERS Total: 4																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77389519</td> <td>PYBAS</td> </tr> <tr> <td>Serial Number:</td> <td>78902256</td> <td>LITTLE TYKE</td> </tr> <tr> <td>Serial Number:</td> <td>74466214</td> <td>COACH SUPREME</td> </tr> <tr> <td>Serial Number:</td> <td>74305082</td> <td>PICADOR</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Serial Number:	77389519	PYBAS	Serial Number:	78902256	LITTLE TYKE	Serial Number:	74466214	COACH SUPREME	Serial Number:	74305082	PICADOR
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Serial Number:	77389519	PYBAS														
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Serial Number:	74466214	COACH SUPREME														
Serial Number:	74305082	PICADOR														
CORRESPONDENCE DATA																
<p>Fax Number: (336)632-2012 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 336-632-6049 Email: susan.keefer@syngenta.com Correspondent Name: Rebecca Howard Address Line 1: 410 Swing Road Address Line 4: Greensboro, NORTH CAROLINA 27409</p>																
ATTORNEY DOCKET NUMBER:	PYBAS															

OP \$115.00 77389519

DOMESTIC REPRESENTATIVE

Name: Rebecca Howard
Address Line 1: 410 Swing Road
Address Line 4: Greensboro, NORTH CAROLINA 27409

NAME OF SUBMITTER:	Rebecca Howard
Signature:	/REBECCA HOWARD/
Date:	01/19/2011

Total Attachments: 8
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D:REBECCA HOWARD COMPANY:410 SWING ROAD

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pybus Vegetable Seed Co., Inc.		11/03/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Syngenta Crop Protection AG		
Street Address:	Schwarzwaldallee 215		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	CH4058		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77389519	PYBAS	
Serial Number:	77389486	TOZER	
Serial Number:	78902256	LITTLE TYKE	
Serial Number:	74466214	COACH SUPREME	
Serial Number:	74305082	PICADOR	
CORRESPONDENCE DATA			
Fax Number:	(336)632-2012		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	336-632-6049		
Email:	susan.keefer@syngenta.com		
Correspondent Name:	Rebecca Howard		
Address Line 1:	410 Swing Road		
Address Line 4:	Greensboro, NORTH CAROLINA 27409		
ATTORNEY DOCKET NUMBER:	PYBUS		

OP \$140.00 77389519

TRADEMARK
REEL: 004455 FRAME: 0942

D:REBECCA HOWARD COMPANY:410 SWING ROAD

DOMESTIC REPRESENTATIVE

Name: Rebecca Howard
Address Line 1: 410 Swing Road
Address Line 4: Greensboro, NORTH CAROLINA 27409

NAME OF SUBMITTER:

Rebecca Howard

Signature:

/REBECCA HOWARD/

Date:

12/13/2010

Total Attachments: 6

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Assignment Agreement

THIS ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date (as defined below) between

- (1) **Pybas Vegetable Seed Co., Inc.**, a company duly organized and existing under the laws of the United States of America, having its registered office located at 2330 A Street, Unit B, 93455 Santa Maria, United States of America (hereinafter "Assignor"), and
- (2) **Syngenta Crop Protection AG**, a company duly organized and existing under the laws of Switzerland, having its registered offices at Schwarzwaldallee 215, 4058 Basel, Switzerland, (hereinafter "Assignee").

WHEREAS:

Assignee has received the beneficial ownership of certain IP Rights as per 1st January 2010 through a separate agreement and Assignor is herewith assigning legal title to these IP Rights to Assignee with an assignment effective date as of January 1st, 2010 ("Effective Date").

NOW IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement unless the context otherwise requires:

"IP Rights" means all of the Assignor's utility and plant patents, plant variety protection rights, applications thereof and rights to file applications thereof (including all divisional applications, continuations and continuations in part) and other rights and interests (including through contracts with third parties), inventions, proprietary information, research and development results, technologies, scientific, technical, engineering data and literature, formulae and all other know-how in and to flowers, plants, lines and varieties, as well as in and to non-crop specific technologies of any sort, as further specified in Annex 1 to this Agreement.

2. ASSIGNMENT

The Assignor **HEREBY ASSIGNS** to the Assignee, and free from all liens, charges, security, licenses and other encumbrances whatsoever, title to the IP Rights, including all rights, powers, liberties, immunities and advantages attaching to them.

3. FURTHER ASSURANCE

The Assignor HEREBY COVENANTS to the Assignee that the Assignor will:

- 3.1 execute any document or do any act or thing which may be reasonably necessary under the law of any country for completing the transfer to the Assignee of legal title to the IP Rights assigned by Clause 2 above, including without limitation entering into any confirmatory documentation as the Assignee may reasonable require to promptly register the rights assigned herein on all the appropriate registers or otherwise enjoy the full benefit of the property and rights hereby assigned;
- 3.2 at the request of the Assignee, at its own expense, send to the Assignee by courier, as soon as reasonably practicable, a complete copy of the Assignor's prosecution file for each of the IP Rights;
- 3.3 instruct its agents, as of the Effective Date, to direct all correspondence regarding the IP Rights to the Assignee.

4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Switzerland, without giving effect to the conflict of laws provisions thereof. The parties hereby submit to the exclusive jurisdiction of the competent Courts of the city of Basel.

IN WITNESS WHEREOF, the Parties have executed this Assignment in duplicate originals by their duly authorized representatives.

Pybas Vegetable Seed Co., Inc.

Syngenta Crop Protection AG





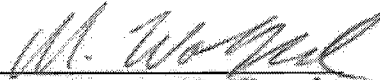
Date:

11/3/10

Dr. Dirk Seidel
Legal Counsel Seeds

Date:

23.10.2010



Martin Wolfhard
Legal Counsel Seeds

Date:

29.10.2010

Annex 1

1. US Utility Patents

PATENT TITLE	Grant Number
Romaine Lettuce PYB 1595	US 7560614
Iceberg Lettuce PYB 1094	US 7541518
Celery Variety Command	US 7193142

2. US Plant Variety Protection Certificates

Applicant	Crop	Variety Name	Certificate N°	Expiration Date
PYBAS VEGETABLE SEED CO., Inc.	Celery	Command	200400326	June 15 th , 2025
PYBAS VEGETABLE SEED CO., Inc.	Celery	Sonora	009900063	Sept 12 th , 2021
PYBAS VEGETABLE SEED CO., Inc.	Celery	Matador	009000210	Oct 31 st , 2008
PYBAS VEGETABLE SEED CO., Inc.	Celery	Dutchess	200400050	July 20 th , 2024
PYBAS VEGETABLE SEED CO., Inc.	Celery	Mission	200500251	Pending as of Sept 3 rd , 2009
PYBAS VEGETABLE SEED CO., Inc.	Celery	Stix	200900052	Pending as of Sept 3 rd , 2009
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Quest	200700155	June 5 th , 2028
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Ambush	200500241	Nov 29 th , 2027
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Casino	200400272	Dec 11 th , 2026
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Big Country	200300079	Dec 12 th , 2025
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Vandenberg	200300056	Dec 12 th , 2025
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Big Ben	009900059	Sept 16 th , 2023
PYBAS VEGETABLE SEED CO., Inc. and Douglas Peters	Lettuce	Red Rage	009800312	July 18 th , 2023
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Goliath	009600187	Abandoned 1997
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Blackjack	200000173	Abandoned 2005
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Envy	200200045	Abandoned 2005
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Chief	200400281	Abandoned 2006
PYBAS VEGETABLE SEED CO., Inc.	Lettuce	Mariah	200500178	Abandoned 2007

3. Trademarks

Country	Trademark	Status	Application N°	Application Date	Type	Reg° Date	Reg° N°	Class	Owner	Next renewal
US	PYBAS	Registered	77389519	02/05/2008	Word	11/17/2009	3712714	31	Pybas Vegetable Seed Co., Inc.	11/17/2019
BRAZIL	PYBAS	Pending	829912894	08/05/2008	Word	-	-	31	Pybas Vegetable Seed Co., Inc.	-
CANADA	PYBAS	Pending (allowed)	1401545	06/25/2008	Word	-	-	(31)	Pybas Vegetable Seed Co., Inc.	-
EU (CTM)	PYBAS	Registered	007032808	07/03/2008	Word	01/07/2009	007032808	31	Pybas Vegetable Seed Co., Inc.	07/03/2018
TURKEY	PYBAS	Registered	2008/45700	08/04/2008	Word	08/06/2009	2008/45700	31	Pybas Vegetable Seed Co., Inc.	08/04/2018
URUGUAY	PYBAS	Pending	394656	08/01/2008	Word	-	-	31	Pybas Vegetable Seed Co., Inc.	-
MEXICO	PYBAS	Registered	1027205	08/17/2009	Word	10/22/2009	1126950	31	Pybas Vegetable Seed Co., Inc.	08/17/2019
ALGERIA (DZ)	PYBAS	Pending	092697	09/27/2009	Word	-	-	31	Pybas Vegetable Seed Co., Inc.	-
US	Little Tyke	Registered	78/902256	06/06/2006	Word	11/27/2007	3346148	31	Pybas Vegetable Seed Co., Inc.	11/27/2017

US	COACH SUPREME	Registered	74/466214	11/30/1993	Word	03/21/1995	1885163	31	Pybas Vegetable Seed Co., Inc.	03/21/2015
US	RED BUTTER	Expired (4/17/2010)	73/765875	11/22/1988	Word	04/17/1990	1592225	31	Pybas Vegetable Seed Co., Inc.	04/17/2010 Grace period for late renewal = 10/17/2010
US	PICADOR	Registered (Renewed)	74/305082	08/14/1992	Word	04/06/1993	1763144	31	Pybas Vegetable Seed Co., Inc.	04/06/2013